

SERIAL 03062 - S BOILER MAINTENANCE, REPAIR AND REPLACEMENT SERVICES

DATE OF LAST REVISION: July 15, 2005

CONTRACT END DATE: December 31, 2006

CONTRACT PERIOD THROUGH DECEMBER 31, 2006

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **BOILER MAINTENANCE, REPAIR AND REPLACEMENT SERVICES [NIGP 91026]**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **DECEMBER 03, 2003**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

CH/ks
Attach

Copy to: Clerk of the Board
Steve Varscak, Facilities Management Department
Kathy Sicard, Materials Management

(Please remove Serial 98167 from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BID FOR: **BOILER MAINTENANCE, REPAIR AND REPLACEMENT SERVICES [NIGP 91026]**

1.0 INTENT:

The intent of this Invitation For Bids is to establish a source for high-pressure steam boiler, pressure vessel, storage vessel, and hydronic systems maintenance, repair, and replacement for the Facilities Management Department (FMD). Additionally, to rent boilers and ancillary equipment on a temporary basis.

2.0 TECHNICAL SPECIFICATIONS:

2.1 HOURS OF SERVICE:

REGULAR SERVICE shall be work performed at regular County business hours (6:00 AM to 6:00 PM), Monday through Friday, excluding County holidays.

AFTER HOURS SERVICE shall be weekday work performed after 6:00 PM and before 6:00 AM the next morning and Saturday work.

SUNDAY & HOLIDAY SERVICE shall be work performed during Sunday or during any County holiday.

Due to the nature of many County facilities operating on a seven/twenty-four schedule, each contractor awarded this bid shall make available to the County boiler services 365 days per year, 24 hours per day.

2.2 Response time to all *regular* repair service work shall be within six (6) hours on-site after Contractor receives request from the County department, with the exception of an emergency request that occurs during business hours, which shall be two (2) hours. *After Hours* and *Sunday and Holiday* request shall have a three (3) hour response time. The six hour response time shall carryover the next working day if called into Contractor's office after 12:00 Noon.

2.3 PROJECT WORK:

2.3.1 Project work shall mean work performed on major projects or major repairs to boilers, or boiler replacement. Each of the contractors assigned to this contract shall be provided a request for project quote with a detailed Scope of Work. As such, each contractor MUST submit a response, with award to the lowest quote of the project. Contractors are not to submit their own project quote sheets. Only County letterhead quote sheets are acceptable. All terms and conditions are those established under this agreement. All additional labor charges outside the Scope Of Work are those bid prices established in Attachment A, PRICING.

(A) The threshold from time and materials to project work shall be \$5,000.00. Exceptions to this shall be emergencies that arise and must be dealt with immediately without the time for project quotes. This figure is not firm fixed. The County reserves the right to adjust this figure to a higher-level if deemed in the best interest of the department.

(B) The County's project quote sheet will contain the following information:

The contract serial number and name;
Name and address of site;
FMD site number;
Detailed scope of work,
Other information relative to the S.O.W.,
Project start/finish time line (optional),
Check box for "will quote" or "will not quote" the project,
Signature line for both the County and the Contractor

2.3.2 After site review of the project, all contractors listed under boiler services must submit the project quote sheet back to the requestor, either with acceptance and a firm price; or decline with a written reason as to why the project was declined. Contractors who have declined project work a minimum of three times during a six-month period shall be required to attend a meeting with the Materials Management Department and FMD to discuss consideration for default of contract as this is indicative of the Contractor's desire not to do business with the County.

- 2.3.3 The submitted project price quote to be all-inclusive. That is, any cost overruns to be absorbed by the Contractor, or cost savings to be additional profit. Exceptions to this are changes requested by the County that incur higher project cost and longer delays. All change orders to a project must be in writing, referencing the contract serial number, and approved by FMD prior to any authorization to proceed. The Contractor who fails to acquire change orders in writing runs the risk of incurring these additional cost without payment. ALL contractors are to have an opportunity to quote on project work.

Project pricing shall include everything the contractor anticipates is necessary to complete the job (i.e., rental equipment, materials, labor, supervision, subcontractor costs, mobilization costs, demobilization costs, permits, etc.). These costs to be part of the overall project price and as such not itemized.

- 2.3.4 Dependant on the complexity/nature of the project, a predetermined and/or pre-identified mandatory site meeting may be held to ensure all contractors are aware of important issues regarding the project. Mandatory site meetings will require a sign-in sheet. Contractors who do not show-up to a mandatory site meeting and who submit a project quote will be considered “non-responsive”.
- 2.3.5 Contractors shall be compensated for additional work requested that is not detailed in the scope via the labor rates bid in Attachment A, PRICING. Note: all extra work outside the S.O.W. must be in writing (See §2.3.3).
- 2.3.6 Project Price Ceiling Limits:
Projects shall not exceed \$150,000.00 each. If an emergency occurs, this price ceiling may be lifted if approved by the Materials Management Procurement Officer assigned to this contract, otherwise, the project may be separately bid outside of this contract document. This to ensure the County receives adequate competition for such work.

2.4 TIME AND MATERIALS WORK:

This contract may also be used for time and materials work (not to exceed \$5,000) and priced per hour as bid in the pricing section. Each bidder shall be ranked as first call, second call, third call, and so on. The contractor of record having the lowest labor bid shall be called first by the requesting department for time and materials service. If the contractor is unable to respond in the time parameters, the requesting agency shall proceed to the next lowest bidder. The County must document this via a rank call log. Consistent decline of service requests by a contractor or consistent non-compliance with response time specifications shall cause the County to review the file and a determination made for default of contract.

- 2.5 Repair or replacement parts for existing equipment shall be of the original equipment manufacturer (OEM) or shall equal or exceed that of OEM. All replacement parts must follow the guidelines established by State, Local, and ASME regulations. Parts replaced shall be warranted for a period of one (1) year. Contractor to be responsible for sourcing all parts necessary to comply with the specifications herein.
- 2.6 All labor for repairs will have a minimum 90-day warranty for specific repairs only. FMD shall monitor any recalls through a contract administration process.
- 2.7 The Contractor shall have sufficient resources available (labor, tools, diagnostic equipment, controllers, floats, safety valves, refractory, gaskets, etc.) necessary to complete repairs on each boiler, including in emergency situations.
- 2.8 Contractor to pay for all connection fees, installation fees, use fees, development fees, etc. and/or charges, and obtain and pay required permits and licenses. These costs to be part of the project costs.
- 2.9 Prior to completion of replacement boiler work, Contractor to compile a complete equipment and maintenance manual for all new equipment supplied to the County. Also, upon completion of installation of a new boiler, training for operation and maintenance shall be provided to County staff at no additional cost and part of the project cost of the installation.
- 2.10 Contractor will be required to utilize certified steam and pipe fitters under the company’s license for all installations of piping distribution systems as governed by State, County, and Municipal codes. Required permits shall be Contractor’s responsibility, billed back to the County through the project costs.

- 2.11 Contractor will be required to utilize certified electricians for all retrofits of electrical distribution systems as governed by State, County, and Municipal codes. Required permits shall be the Contractor's responsibility, billed back through the project costs.
- 2.12 All work to be inspected and approved by a certified State boiler and inspection insurance company.
- 2.13 Contractor will be required to utilize ASME certified welders for any welding performed on pressure vessels per Federal, State, and Municipal codes. Certified ASME pressure vessel welding can be subcontracted, providing certification is verified by the County. If Contractor submitting bid has on-staff certified ASME pressure vessel welders, copies of certification must accompany bid package.
- 2.14 **TECHNICAL TRAINING TO COUNTY STAFF:**
- The Contractor(s) may be required to provide technical expertise training in boiler operation and repairs. These training sessions will be on-request by FMD. The training requested may be for old or new technology. The training will be held at a County facility, or if deemed necessary, the Contractor's facility. Training aids (i.e., service manuals, mock-up equipment; etc.) shall be provided by the Contractor. Service manuals may be purchased by the County under a separate purchase order. The Contractor shall be given advance notice to prepare, research, and schedule staff in order to provide an adequate presentation. The cost of this service will be line item priced in the pricing section of the contract. Exceptions: equipment units purchased under project work will be specified in the job scope to include training. Technical training shall be performed during regular business hours.
- 2.15 The County's Facilities Management Department or their authorized representative shall decide all questions or interpretations which may arise as to the quality and acceptability of any work performed.
- 2.16 In the event the work performance of the Contractor is unsatisfactory, the Contractor shall be notified by FMD and given one (1) day to correct the work. Labor for all rework will be a no charge to the County. Any additional parts replaced shall be billed at contract pricing (See ATTACHMENT A, PRICING).
- 2.17 Upon successful completion of the performance period, the system shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.
- 2.18 All work performed by Contractor shall be to a professional standard, complying with the requirements of the applicable edition of ASME codes, plus State and Local building codes.
- 2.19 The Contractor shall obtain all permits that may be necessary by any regulatory body. It shall be the sole responsibility of the Contractor to determine what permits are required and to secure such permits. The cost of all permits shall be paid by the Contractor, and a pass-through to the County without mark-up.
- 2.20 **ASBESTOS ABATEMENT:**
- Any asbestos found on the site that would impact the repairs or replacement to a boiler must be abated through a licensed asbestos abatement contractor providing air quality and disposal certificates. This subcontracting can be coordinated either by the boiler contractor or the County.
- 2.21 The Contractor, if certified to handle asbestos containing materials including: sampling, removal, abatement, and disposal, must submit proof of such with bid package. This service may be subcontracted, but only to certified asbestos abatement companies.
- 2.22 The Contractor shall be required to demonstrate the expertise, knowledge, and capability to appropriately manage situations involving hazardous materials. Copies of employee training regarding hazardous material handling must be submitted with bid package.
- 2.23 It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor

- 2.24 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building tenants. Upon completion of work the Contractor is responsible for cleaning and removing from the job site all debris, materials, and equipment associated with the work performed.

2.25 **BOILER RENTAL:**

On occasion, it may be necessary to rent a boiler or ancillary equipment due to emergency or unusual circumstances. This shall be line item priced in Attachment A, PRICING. The installation and removal of the boiler or ancillary equipment will be project quoted separately.

2.26 **DAMAGE TO COUNTY PROPERTY:**

The Contractor shall carry on the above specifications in such manner that does not damage County property. In the event damage occurs to Maricopa County property or adjacent property by reason of custodial service operations performed under this Contractor, the Contractor shall replace or repair the same at no cost to the County. If damage caused by the Contractor has to be repaired or replaced by the County, the cost of such work shall be deducted from the monies due the Contractor.

2.27 **INVOICING:**

All invoicing for time and materials work shall be sent to the County user agency that has requested the services of the Contractor. All T&M invoicing MUST include:

Purchase order number (or P-Card designation);
Terms as bid;
Contract serial number;
Job site name and address;
FMD Building number;
Description of work performed;
Itemized parts list with detailed description of parts;
Price of parts;
Total labor hours;
Labor charges as bid;
Rental equipment charges (limited to 5% markup)(must have rental vendors invoice attached);
Applicable sales tax on parts only;
Grand total of invoice.
Invoicing for project work must contain:
Contract serial number and name;
Purchase order number (or P-Card designation);
Terms as bid;
Job site name and address;
FMD Building number;
A detailed description of work performed;
Total project cost;
Separate line item for any change orders (if applicable);
Grand total

All invoicing that does not have all the required information as listed above, will be sent back for corrections, delaying payment to the Contractor.

2.28 **TAX:**

Taxes shall be imposed on parts or unit equipment purchased by the County. No tax shall be levied against labor. Bid pricing to include all labor, overhead, tools and equipment used, profit and any taxes that may be levied. It is the responsibility of the bidder to determine any and all taxes and include the same in bid price. Project work may be taxed, however, the tax must be included in the project costs and not a separate line item.

2.29 REPORTS:

Contractor shall submit detailed reports upon request by FMD. The reports shall consist of:

- (A) Detailed flue gas analysis using digital analyzers (CO₂, CO, NoX, SO₂, etc.),
- (B) Equipment condition reports stating repairs needed and cost analysis.

Pricing for such as bid in Attachment A, PRICING.

2.30 CONTRACTOR QUALIFICATIONS:

2.30.1 Contractor shall have a minimum of ten (10) years experience in the inspection, maintenance, and repair of steam boilers. Employees of the Contractor who shall be performing maintenance and repairs of the units MUST be certified and fully qualified in the service of boiler systems. All copies of certification regarding contractors experience and his employees' certifications must be submitted in bid package (Including on-staff ASME certified welders).

2.30.2 Contractor shall be licensed by the State of Arizona, Registrar of Contractors, having an L-4 Boiler, Steamfitting, and Process Fitting license. Proof of such must accompany bid package.

2.30.3 Contractor's service truck fleet shall carry sufficient supply of repair parts and equipment to perform routine boiler service and repairs. The Contractor shall have a local shop that stocks parts to keep the trucks supplied daily. This requirement shall be verified by FMD via a formal inspection prior to bid award.

2.31 REQUIRED SUBMITTALS:

Bidders must submit with their bid package the following information. Failure to provide all the required submittals will cause the bid to be non-responsive:

- 2.31.1 Copies of employee training for Hazardous Materials
- 2.31.2 Copies of certification for asbestos handling. If subcontracted, supply name, address, telephone number & contact for asbestos subcontractor.
- 2.31.3 License, copy of L-4
- 2.31.4 Copies of certification for ASME certified welders
- 2.31.2 ATTACHMENTS A (include diskette), B, C, AND D

2.32 SSTA CERTIFICATION:

Each technician assigned to this contract MUST have SSTA (Southwest Safety Training Alliance) certification. The purpose of this certification is to ensure all technical staff has received safety training that meets the OSHA Construction Safety standards (29CFR1926), and the OSHA General Industry standards(OSHA 29CFR1910). If the contractor/bidder is currently certified, please submit copies of certification cards of all technicians who will be assigned to this contract. If the contractor/bidder is not currently certified, the contractor/bidder has sixty (60) days after award to obtain certification for its technicians assigned to this contract, and must submit copies of certification cards to the Materials Management Department upon completion of certification. Failure to provide this information after award will render the contractor in default of contract. All contractor new hires assigned to this contract must meet the same requirements.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover one (1), three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 INDEMNIFICATION AND INSURANCE:

3.3.1 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.3.2 Insurance Requirements.

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.3.3 Commercial General Liability.

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision, which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

3.3.4 Automobile Liability.

Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

3.3.5 Workers' Compensation.

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

3.3.6 Certificates of Insurance.

Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title. If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

3.3.7 Occurrence Basis.

All insurance required by this contract shall be written on an occurrence basis rather than a claims-made basis.

3.3.8 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.4 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize their Procurement Card, from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.5 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

CHARLES HINEGARDNER, PROCUREMENT CONSULTANT, 602 506 6476
(chinegar@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

STEVE VARSCSAK, CONTRACT ADMINSTRATOR, FMD, 602 506 8198

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.6 PRE-BID CONFERENCE:

THERE WILL BE A MANDATORY PRE-BID CONFERENCE ON AUGUST 7, 2003, AT 9:00 A.M. AT THE MARICOPA COUNTY FACILITIES MANAGEMENT DEPARTMENT, 401 W. JEFFERSON ST., LIBERTY ROOM, PHOENIX, AZ 85003.

4.0 CONTRACT TERMS AND CONDITIONS:

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this bid will be a requirements contract. However, this Contract does not guarantee any purchases will be made. It only indicates that if purchases are made for the services contained in this Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or department and proper authorization and documentation have been approved.

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid in response to the Invitation For Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.2 ESCALATION:

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the Anniversary date. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and fall within the PPI for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing being submitted for payment.

4.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.4 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

4.5 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.6 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.7 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.8 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services to this Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional services are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.9 SUBCONTRACTING:

The Contractor may not assign this Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.10 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.11 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer.

The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

4.12 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.13 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.14 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.15 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder

ADVANTAGE BOILER & MECHANICAL INC, 1485 N MCQUEEN ROAD STE #2, GILBERT, AZ 85233

PRICING SHEET: S017102 / B0606077 / NIGP CODE: 91026

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? X YES NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? YES X NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES X NO

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

FIRST CALL

1.0	Time and Material Pricing:	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
1.1	Labor, boiler repair, business hours:	\$55.00 /per hr.	\$55.00 /per hr.	\$55.00 /per hr.
1.2	Labor, boiler repair, after business hours and Saturday:	\$82.50 /per hr.	\$82.50 /per hr.	\$82.50 /per hr.
1.3	Labor, boiler repair, Sunday:	\$110.00 /per hr.	\$110.00 /per hr.	\$110.00 /per hr.
1.4	Boiler parts, components, etc., cost plus:	35 %	35 %	35 %
1.5	Reports: (See Section 2.8 A, B)	N / A	N / A	N / A
1.6	Technical Training:	N / A	N / A	N / A
1.7	Labor, for services outside the scope of contract:	\$55.00 /per hr.	\$55.00 /per hr.	\$55.00 /per hr.
1.8	Boiler rental:	N / A	N / A	N / A
1.9	Boiler rental unit install/remove:	Via project quote		

ADVANTAGE BOILER & MECHANICAL INC, 1485 N MCQUEEN ROAD STE #2, GILBERT, AZ 85233

Terms: 2% 10 DAYS, NET 30

Vendor Number: **W000003104 X**

Telephone Number: 480-892-0036

Fax Number: 480-892-3940

Contact Person: ~~Tom Hancock~~ **Cheryl Quick**

E-mail Address: tomh@advantageboiler.com cheryl@advantageboiler.com

Company Web Site: www.advantageboiler.com

Insurance Certificate Yes

Contract Period: To cover the period ending **DECEMBER 31, 2006.**

BROOKS MECHANICAL SYSTEMS SERVICES, PO BOX 30676, PHOENIX, AZ 85040-0676**PRICING SHEET: S017102 / B0606077 / NIGP CODE: 91026**WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES NOWILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? X YES NOIF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? YES X NOOTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: X YES NO**PRICING:**

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

SECOND CALL

1.0	Time and Material Pricing:	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
1.1	Labor, boiler repair, business hours:	\$64.00 /per hr.	\$65.00 /per hr.	\$67.00 /per hr.
1.2	Labor, boiler repair, after business hours and Saturday:	\$82.00 /per hr.	\$84.00 /per hr.	\$86.00 /per hr.
1.3	Labor, boiler repair, Sunday:	\$90.00 /per hr.	\$92.00 /per hr.	\$94.00 /per hr.
1.4	Boiler parts, components, etc., cost plus:	30 %	30 %	30 %
1.5	Reports: (See Section 2.8 A, B)	\$175.00 /per report	\$175.00 /per report	\$175.00 /per report
1.6	Technical Training:	\$240.00/per student, per 4-hr. session	\$245.00/per student, per 4-hr. session	\$250.00 /per student, per 4-hr. session
1.7	Labor, for services outside the scope of contract:	\$64.00 /per hr.	\$65.00 /per hr.	\$67.00 /per hr.
1.8	Boiler rental:	\$8.00/per hp, per week (7-days)	\$8.25/per hp, per week (7-days)	\$8.50/per hp, per week (7-days)
1.9	Boiler rental unit install/remove:	Via project quote		

BROOKS MECHANICAL SYSTEMS SERVICES, PO BOX 30676, PHOENIX, AZ 85040-0676

Terms:	1% 10 DAYS, NET 30
Vendor Number:	W000001355 X
Telephone Number:	602-242-9660
Fax Number:	602-482-6110
Contact Person:	KEVIN SPARKS
E-mail Address:	brksmech@cs.com
Insurance Certificate	Yes
Contract Period:	To cover the period ending DECEMBER 31, 2006.

8282 N 75th AVE., PEORIA, AZ 85345
ARIZONA BOILER COMPANY INC, PO BOX 14508, PHOENIX, AZ 85063

PRICING SHEET: S017102 / B0606077 / NIGP CODE: 91026

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ____ YES ☒ NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? ☒ YES ____ NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? ☒ YES ____ NO 1/2 % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ____ NO

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

THIRD CALL

1.0	Time and Material Pricing:	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
1.1	Labor, boiler repair, business hours:	\$67.00 /per hr.	\$67.00 /per hr.	\$67.00 /per hr.
1.2	Labor, boiler repair, after business hours and Saturday:	\$85.00 /per hr.	\$85.00 /per hr.	\$85.00 /per hr.
1.3	Labor, boiler repair, Sunday:	\$85.00 /per hr.	\$85.00 /per hr.	\$85.00 /per hr.
1.4	Boiler parts, components, etc., cost plus:	29 %	29 %	29 %
1.5	Reports: (See Section 2.8 A, B)	\$100.00/per report	\$100.00/per report	\$100.00/per report
1.6	Technical Training:	\$250.00/per student, per 4-hr. session	\$250.00/per student per 4-hr. session	\$250.00/per student, per 4-hr. session
1.7	Labor, for services outside the scope of contract:	\$75.00 /per hr.	\$75.00 /per hr.	\$75.00 /per hr.
1.8	Boiler rental:	\$60.00/per hp, week (7-days)	\$60.00/per hp, per week (7-days)	\$60.00/per hp, per week (7-days) per
1.9	Boiler rental unit install/remove:	Via project quote		

ARIZONA BOILER COMPANY INC, **8282 N 75th AVE., PEORIA, AZ 85345**
PO BOX 14508, PHOENIX, AZ 85063

Terms: NET 30

Vendor Number: **W000001490 X**

Telephone Number: 623-979-3301

Fax Number: 623-979-3666

Contact Person: **DAVE SHARP EILEEN MELOT**

E-mail Address: service@azboiler.com leemelot@azboiler.com

Company Web Site: www.azboiler.com

Insurance Certificate Yes

Contract Period: To cover the period ending **DECEMBER 31, 2006.**

EMERSON BOILER INC, PO BOX 249, LITCHFIELD PARK, AZ 85340

PRICING SHEET: S017102 / B0606077 / NIGP CODE: 91026

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? X YES NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? YES X NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: X YES NO

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

FOURTH CALL

1.0	Time and Material Pricing:	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
1.1	Labor, boiler repair, business hours:	\$63.63 /per hr.	\$67.39 /per hr.	\$71.37 /per hr.
1.2	Labor, boiler repair, after business hours and Saturday:	\$95.45 /per hr.	\$101.09 /per hr.	\$102.06 /per hr.
1.3	Labor, boiler repair, Sunday:	\$127.26 /per hr.	\$134.18 /per hr.	\$142.12 /per hr.
1.4	Boiler parts, components, etc., cost plus:	30 %	30 %	30 %
1.5	Reports: (See Section 2.8 A, B)	\$100.00/per report	\$100.00/per report	\$100.00/per report
1.6	Technical Training:	\$98.00/per student, hr. session	\$103.88/per student, per 4-hr. session	\$110.11/per student, per 4- per 4-hr. session
1.7	Labor, for services outside the scope of contract:	\$63.63 /per hr.	\$67.39 /per hr.	\$71.37 /per hr.
1.8	Boiler rental:	\$10.00/per hp, per week (7-days)	\$10.00/per hp per week (7-days)	\$10.00/per hp, per week (7-days)
1.9	Boiler rental unit install/remove:	Via project quote		

EMERSON BOILER INC, PO BOX 249, LITCHFIELD PARK, AZ 85340

Terms:	2 % 10 DAYS, NET 30
Vendor Number:	W000001669 X
Telephone Number:	623-847-4788
Fax Number:	623-847-2386
Contact Person:	ROBERT DROWNE CATHERINE SENIOR
E-mail Address:	bctraining@earthlink.net
Company Web Site:	www.boilersmadesimple.com
Insurance Certificate	Yes
Contract Period:	To cover the period ending DECEMBER 31, 2006.